

GUIDEBOOK FOR RENTERS in Melbourne's West



SARAH
CONNOLLY ^{MP}
DELIVERING FOR THE WEST



From
maintenance to
pets we've got
YOU covered!

MESSAGE FROM SARAH

I've lived in a variety of rental properties across Melbourne's West where it was common to be pretty cold in winter and very hot in summer!

It shouldn't be this way any longer - because the Allan Labor Government has made fundamental changes to lift the standard of rental homes.

The Allan Labor Government has delivered more than 100 changes to the Residential Tenancies Act, affording Victorian renters the strongest protections in the country.

We're also cracking down on agents and rental providers who do the wrong thing. The new renting taskforce will focus on false advertising, rental properties that don't meet minimum standards, and not lodging bonds.

We know that the rental market can be challenging, so we're committed to making real and lasting change by building more homes. That's exactly what the Victorian Labor Government is doing in our Housing Statement. The Housing Statement is a generational policy reform and is supported by the biggest investment in social housing that Australia has ever seen – through the Big Housing Build.

To help renters navigate the complexities of renting, I've created this handy guidebook. This guide is intended as a simple, go-to reference for you.

If you have any questions or concerns about renting, it can help you to easily find the answers and check your rights. But if you can't find the information you need, you can always call or email my office, I will guide you through the process.



Sarah Connolly MP
Labor Member for Laverton

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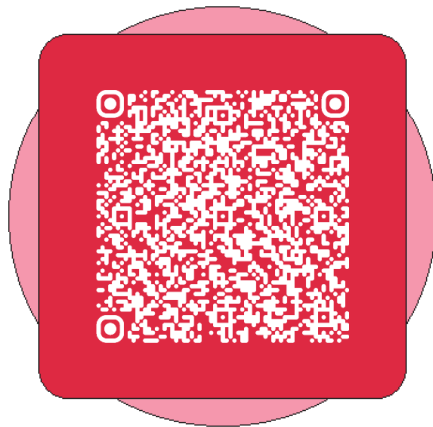
YOUR RIGHTS AS A RENTER



The Victorian Labor Government recognises that renters have been doing it tough. Whether you're applying for a rental or you're already in a lease, your rights, as a renter, matter. That's why we've enhanced the Residential Tenancy Act 1997, to provide Victorians with the most robust protections anywhere in Australia. We've made the application process fairer and expanded minimum standards for every rental.

The Victorian Government is also cracking down on dodgy rentals. A new body has been established to allow renters to report rental properties that aren't up to scratch. If you see a rental listing that is using misleading photos or is not up to the minimum standards, you can report it to Consumer Affairs via the QR code below.

Because you shouldn't have to own your own home to be



RENTAL BIDDING

Rental bidding is when rental providers encourage competing offers for rent, or inviting offers higher than the advertised price. If you are aware of a landlord or REA engaged in rental bidding, you should make a complaint via Consumer Affairs Victoria. For information on how to do this, see page 19.

INAPPROPRIATE APPLICATION QUESTIONS

A rental provider or their agent cannot request inappropriate information on an application or throughout the application process. If you think that a question is inappropriate, you should report the rental provider to consumer affairs. For information on how to do this, see page 19.

A rental provider may not ask:

- If you have previously taken legal action against, or have had a dispute with, a rental provider.
- Whether you had made claims against, or have had claims made against, your bond.
- Personal protected information such as nationality, ethnicity, gender identity, sexuality, disability, religion, or health status.

BOND

Rental providers can only ask for one month's rent equivalent as bond unless the weekly rent for the property is more than \$900, or VCAT have set a higher bond amount for the property.

PETS

Pets are allowed at all rental properties with permission of the rental provider. The rental provider cannot deny your request without a good reason, and they must acquire a VCAT order to do so.

FAIR WEAR AND TEAR

Minor damage to fixtures, carpets, etc., caused by ordinary day to day use of the item is considered to be “fair wear and tear”. This means that minor damage that is the result of simply living in the property like scuff marks or scratches on a bench top, or holes from hanging picture frames, cannot be deducted from your bond.

INSPECTIONS

Inspections can only be conducted once every 6 months and cannot be done within the first 3 months of the tenancy. Your rental provider must provide a minimum of 7 days’ notice for an inspection. If you receive a notice of inspection that does not provide enough notice, you should immediately respond by requesting an alternate date in at least 7 days’ time.

If they have not provided enough notice or have conducted an inspection within the last 6 months, you have the right to refuse entry. This means that without proper notice, your rental provider is committing an offence.

You are under no obligation to allow access to a rental provider who has not provided enough notice. However, if you are not home at the time, or are unwilling to physically deny them access, you should lodge a complaint with Consumer Affairs and send your provider a breach of duty notice.

For information on how to do this, see page 23.

NOTICE TO VACATE

A rental provider can only ask you to move out before the end of your lease for certain reasons. Most of these relate to either substantial damage to the property, or improper behaviour by the renter.

You cannot be given a notice to vacate for challenging a rental increase, requesting repairs, applying for a pet, or exercising any other rights as listed under the Act. If you receive a notice to vacate that you think is invalid, you should contact consumer affairs and/or lodge an appeal with VCAT right away. For information on how to do this, see page 18.

If your lease is coming to an end and the rental provider has asked you to vacate, the minimum notice period will vary depending on your lease. If your lease was less than 6 months (e.g., month-to-month), you must receive 60 days' notice to vacate. If your lease was greater than 6 months, you must receive 90 days' notice.

RENT INCREASE

Your rental provider can only increase the rent once every 12 months. You must receive 60 days' notice of any proposed increase via a notice of rent increase form.

Rent increases must be delivered via the proper form, with all sections clearly addressed. If this is not the case, the rent increase is unlikely to be valid.

It must be made clear how the rental provider has calculated the increase. Some methods used to calculate an increase may be consumer price index (CPI) adjustments or the Statewide rent index (SRI). CPI figures can be found on the Australian Bureau of Statistics (ABS) website, with SRI figures published online by the Department of Families, Fairness, and Housing (DFFH).

If you receive a rent increase notice, check that the proposed increase is in line with the calculation used. For example, as of February 2024, the SRI is 15.5%. This means that any rent increase that uses the SRI as a justification should not be more than 15.5%.

If you pay \$500/week in rent, then a rent increase justified by SRI could be no more than \$77.5/week. Likewise, an increase justified by “inflation” or CPI must not exceed 4.1% - the rate of inflation between December 2022 and December 2023.

If your rental provider uses vague justifications without providing exact calculations, the increase may be invalid. For example, if your rental provider has justified the increase because of “rental market valuation” without providing evidence of this, you should challenge the increase.

HOW TO CHALLENGE A RENT INCREASE

If you believe the proposed rent increase is invalid, for any reason, there is a free and independent process to assess the situation.

The last page of the notice of rent increase form is specifically for renters that wish to challenge the proposed increase. The form asks you to tick the box indicating you wish to challenge the increase, as well as sending the form to consumer affairs via post or email.

If you believe the proposed rent increase is invalid, for any reason, there is a free and independent process to assess the situation.

The last page of the notice of rent increase form is specifically for renters that wish to challenge the proposed increase. The form asks you to tick the box indicating you wish to challenge the increase, as well as sending the form to consumer affairs via post or email.

For the renter

Requesting an investigation of rent increase (no cost)

If you want to request an investigation, it must be in writing.

You can apply for an investigation by completing the information below and posting a copy of this notice of rent increase to:

Director of Consumer Affairs Victoria,
GPO Box 123
Melbourne VIC 3001,

or

email to renting@justice.vic.gov.au

After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, I/we the **renter(s)** wish to apply for a rent increase investigation

I/We can be contacted on:

Daytime phone number

From there, Consumer Affairs may wish to inspect the property to assist with their investigation. They will contact you to organise this at a time that is convenient to you.

This is not done on behalf of the rental provider, nor is it a general inspection – this is an independent action undertaken by consumer affairs.

If Consumer Affairs agree that the proposed increase is too high, they will notify the rental provider of their decision alongside a report detailing a more appropriate increase. If your rental provider does not agree to lower the rent, you must apply to VCAT.

Note that the report provided by Consumer Affairs will go a long way to aiding your case before VCAT.

For more information on applying to VCAT, see page 19.

PAYING RENT

It is not uncommon for rental providers to request that you make rental payments through a third-party app or service. These services almost always charge you a fee to pay your rent.

It is important to know that your rental provider must provide you with a free way to pay your rent. Often, this would be through a direct debit.

Your rental provider cannot force you to use any third-party service that charges fees of any kind. If you receive a request to use these services, you can simply decline.

For an example of how to decline, see page 31.

MINIMUM STANDARDS



As part of the reforms introduced in March 2021, a new set of minimum standards for rentals were included. These standards apply to any rental agreement started after 29th of March 2021, including agreements that became periodic on or after this date.

It is the responsibility of the rental provider to ensure standards are met, and to undertake work as required to meet them.

An additional suite of changes was introduced in June 2024. These changes will come into effect from October 2025, allowing rental providers time to upgrade properties. These changes will ensure that Victoria remains the nation's leader in rental rights and standards. These changes will ensure you are cool in summer and warm in winter, as well as ensuring that your appliances are environmentally friendly; saving your wallet and the environment.

BATHROOMS

- A rental property's bathroom must have a washbasin and a shower or bath and be connected to a reasonable supply of hot and cold water.
- Showers must have a shower head with at least a 3-star water efficiency rating. From 2025 shower heads will need to be upgraded to a 4-star water efficiency rating

ELECTRICAL SAFETY

- Rental properties must have modern switchboards, with circuit breakers and electrical safety switches installed.

HEATING

- All rental properties must have a fixed heater (not portable) in good working order in the main living area.
 - For rental agreements entered into from 29 March 2023, this must be an energy efficient fixed heater in the main living area. If there is an existing fixed heater that is not energy efficient, the rental provider must upgrade it.

KITCHEN

- The property must have a kitchen with:
 - a dedicated cooking and food preparation area
 - a sink in good working order connected to a reasonable supply of hot and cold water.
 - a stovetop in good working order that has two or more burners.
If there is an oven, it needs to be in good working order.

These requirements do not apply if the property is listed in the heritage register and Heritage Council of Victoria and has an approved exemption from the standard.

COOLING

From October 2025, properties with no existing fixed cooling system must be upgraded to include one.

INSULATION

From October 2025, properties without existing ceiling insulation must be upgraded to include insulation and exterior doorways must also be draughtproofed.

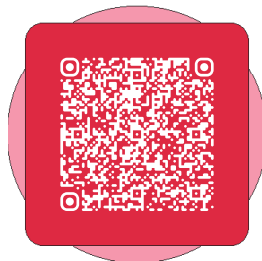
ENERGY EFFICIENCY

Existing hot water systems must be upgraded, if required, to more energy efficient models.

MOULD AND DAMP

- All rooms must be free from mould and damp caused by or related to the building structure.

For a complete list of standards and possible exemptions, scan the QR code.



REPAIRS

Your rental provider should give you a list of approved trades people to contact in case of an emergency. This information should be available via your rental provider's website or issued to you as a physical copy. It is important to know that when it comes to urgent repairs, you are empowered to arrange for repairs to be carried out up to the value of \$2500 if your rental provider does not respond in a timely manner.

Some things that are classified as urgent repairs are as follows:

- burst water service.
- blocked or broken toilet system.
- serious roof leak.
- gas leak.
- dangerous electrical fault.
- flooding or serious flood damage.
- serious storm or fire damage.
- an essential service or appliance for hot water, water, cooking, heating, or laundering is not working.
- the gas, electricity or water supply is not working.
- a cooling appliance or service provided by the rental provider is not working.
- the property does not meet minimum standards.
- a safety-related device, such as a smoke alarm or pool fence, is not working.
- an appliance, fitting or fixture that is not working and causes a lot of water to be wasted.
- any fault or damage in the property that makes it unsafe or insecure, including pests, mould, or damp.
- a serious problem with a lift or staircase.

Any fault listed must be dealt with by your rental provider immediately. While the problem may not be solved right away due to the nature of the repairs required, your rental provider must make efforts to have this work started ASAP.

If your rental provider does not respond to your request for urgent repairs in a timely manner (1-2 business days – depending on severity), you are allowed to arrange these repairs yourself, as long as the total cost of repairs does not exceed \$2500.

If you arrange these repairs yourself, you must immediately provide written notice to your rental provider. This notice should include an itemised list of what was done, alongside their cost. Ideally, you will receive an invoice from the trades person that attends the property making this easy.

Once this notice has been sent, your rental provider has 7 days to fully reimburse you. It is important to note that any personal items, such as furniture or appliances, are not eligible for repair at the rental provider's expense, unless they were damaged through the fault of a supplied appliance, device, or service. (e.g., the ceiling fan falls onto your TV).

For information on how to request repairs or reimbursement, see page 20.

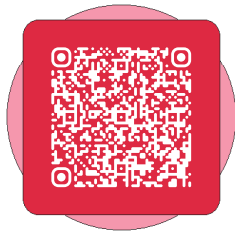
DISPUTE RESOLUTION



Knowing your rights is important, but what is as more important is knowing how to stand up for those rights. Your rental provider cannot take any actions against you for making them accountable, and they may face serious penalties if they try.

If you believe your rental provider has broken the law or otherwise not complied with the Act, you should follow these steps:

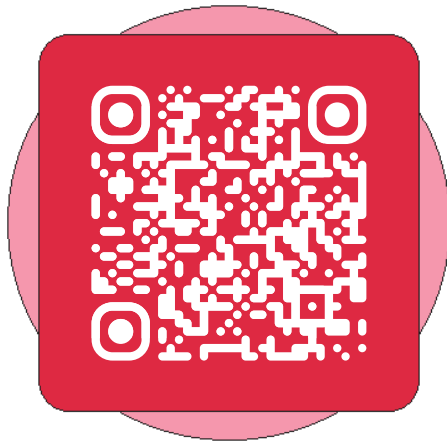
- 1 If your rental provider has not complied after 14 days, you should lodge an application with VCAT. This can be completed online via the QR code below.



- 2 Depending on your issue, you should also lodge a complaint with Consumer Affairs. Consumer Affairs can investigate and subsequently punish wrongdoing. Note that Consumer Affairs will be unlikely to get involved if you have an ongoing VCAT application for the same issue.
- 3 Try and resolve the issue with your rental provider. Even if this seems futile, arbitrators such as VCAT will look favourably on you if you have tried to resolve the issue yourself first.
- 4 Fill out the relevant notice or breach form (this will depend on your specific issue) and send it to your rental provider. An example of these forms is provided in the following pages. This gives your rental provider formal notice of your claim, as well as a final opportunity to comply with your request.

If you are seeking financial compensation, such as damages to your furniture because of a leak, VCAT is the most appropriate body to apply to. If you are seeking a penalty against your rental provider for wrongdoing – but not necessarily for compensation yourself – you should go through Consumer Affairs. Consumer Affairs has the power to issue fines and infringement notices to rental providers, without having to go through the sometimes lengthy and demanding VCAT process.

You can do this by filling out an easy online application via the QR code:



EXAMPLE OF A REPAIR NOTICE

The following is an example of the form used to make repair requests, both urgent and non-urgent. For a breach of duty notice, see page 23.

The first page of the document will look like this:

Notice to residential rental provider of rented premises

CONSUMER AFFAIRS VICTORIA

Residential Tenancies Act 1997 Sections 52, 63, 72, 72AA, 74, 91L, 91Z, and 91ZD

You may use this form to give notice to a residential rental provider (rental provider, formerly known as landlord) if you are a:

- renter of rented premises; or
- specialist disability accommodation (SDA) resident under a residential rental agreement. This form refers to you as the 'renter' and an SDA provider as the 'rental provider'.

If you are giving a notice of intention to vacate, you can only withdraw this notice in writing with the agreement of the rental provider. The notice must be signed by the rental provider to be effective.

If you are giving a notice of intention to vacate, you will need to give the rental provider the correct amount of notice (see the information last page).]

Part A – Information for the rental provider

A renter may use this form to give you notice that:

- they are terminating the residential rental agreement before moving in
- they intend to vacate because the premises have been destroyed or are unfit for human habitation
- they intend to vacate for other reasons
- they are the legal representative or next of kin of the tenant who is deceased
- they have caused or become aware of damage to the premises
- they have paid utility charges that are your responsibility and you require reimbursement
- non-urgent repairs are required
- they have arranged and paid for urgent repairs and require reimbursement

Seeking advice

For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 31 81.

The second part of the notice will ask for the details of tenants, and the rental provider.

Part B – Notice

1 Address of rented premises

123 Placeholder Street, Footscray Postcode 3011

2 Renters details

Full name of renter 1 Kevin Hadenough

Full name of renter 2 Ivanna Wrent

Full name of renter 3

Full name of renter 4

Note: If there are more than four renters, include details on an extra page.

3 Rental providers details

Full name of rental provider (this cannot be an agent's name)
John Smith

Rental provider address for serving documents (this can be an agent's address)
43 Main Street Postcode 3011

Contact details


Business hours 0412 345 678

After hours NA

Email address office@realestate.com.au

If your repairs are non-urgent, the next section of the notice should look like this:

7 Reason for notice – Non-urgent repairs

 I require you to carry out the following non-urgent repairs within 14 days:
(Describe in detail below)

Dishwasher has been completely non-functional for more than a week, not turning on at all. In this time, your agency has not actioned previous requests for repair.

If they are urgent, it should look something like this:

8 Reason for notice – Payment for urgent repairs

I notified you on 9 / 02 / 2024 that urgent repairs were needed to the rented premises.
I arranged urgent repairs to the rented premises after being unable to get you to arrange the repairs. I require you to reimburse me the following amount within 7 days:

Note: If the cost of the repairs is higher than \$2,500, the rental provider will only be required to pay \$2,500 - this is the maximum amount set by the *Residential Tenancies Act 1997*.

I have described the repairs below (*renter should attach an invoice and any other proof of repairs*):

And finally, you will need to sign and date the notice – as well as decide on how you will deliver it.

9 Delivery of this notice

- The notice period begins when the resident is estimated to receive this notice.
- For information on postage times from different locations please refer to the Australia Post website <https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>
- If sending by registered post, the renter should keep evidence of the mail delivery method used to send this notice.

This notice was sent on (insert date)

This notice will be delivered:

personally, for example by hand

by registered post Expected delivery time (please see the Australia Post website)

Registered post tracking number (if applicable)

by email (if consent has been provided by the rental provider)

Email/postal address

10 Signature of renter

Signature


Name Date

EXAMPLE OF A BREACH OF DUTY NOTICE

If your rental provider has failed to conduct repairs or otherwise acted improperly, you should do two things. Firstly, you should issue your rental provider with a breach of duty notice. Then, you should file a complaint with Consumer Affairs.

In the following example, the tenants were not given enough notice for an inspection. Failing to give proper notice when entering the property for any reason is a serious offence, resulting in a fine of up to 60 penalty units.

Similar to the previous form, the first page looks like this:

Notice of breach of duty to residential rental provider of rented premises 

Residential Tenancies Act 1997 Section 218(1) and (2)
The renter may use this form to let the residential rental provider (rental provider, formerly known as landlord) know that they have breached their duty as a rental provider.

Part A – Information for the rental provider
This is a breach of duty notice. It tells you that the renter believes you have breached your duty as a rental provider. You can find details of the breach at section 4 of this notice, along with the required remedies and compensation (if any) required to be paid.

Reasons that a breach of duty notice may be issued

- On the day the renter will move in, the premises are not vacant or reasonably clean
- The premises do not comply with rental minimum standards by the day the renter moved in
- The rental provider has not taken all reasonable steps to ensure the renter has quiet enjoyment of the premises
- The premises have not been provided and maintained in good repair
- The rental provider has not taken reasonable steps to ensure that any common areas relating to the premises that are owned or controlled by the rental provider are maintained in good repair
- Safety related repairs and maintenance have not been undertaken, and/or have not been undertaken by a suitably qualified person
- Records of gas and electrical safety checks have not been kept and/or produced on request
- A replacement appliance, fitting or fixture that uses or supplies water, electricity or gas does not meet the prescribed minimum efficiency rating
- External doors are not fitted with functioning deadlocks (where applicable)
- Window locks have not been provided
- The rental provider changed the locks and has not provided the renter with a key.

Seeking advice
If you disagree with the specific reasons listed in section 4 of this notice, you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information, visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

The second page, again similar to the previous form – asks for relevant contact details.

Part B – Notice

1 Address of rented premises

123 Placeholder Street, Footscray Postcode 3011

2 Renter details

Full name of renter 1 Kevin Hadenough

Full name of renter 2 Ivana Wrent

Full name of renter 3

Full name of renter 4

Note: If there are more than four renters, include details on an extra page.

3 Rental provider details

Full name of rental provider (this cannot be an agent's name)

John Smith

Rental provider address for serving documents (this may be an agent's address)

43 Main Street Postcode 3011

Contact details

Business hours 0412 345 678

After hours N/A

Email address office@realestate.com.au

The next section will ask you to describe how the rental provider has committed a breach of duty. You will need to specify the part of the Act that has been breached. The most common reasons are attached to the end of the form to make this easier.

You will also need to explain how the breach has impacted you. If you are requesting financial compensation, you will need evidence such as photos and receipts, to back these claims up.

I believe you have breached your duty as a rental provider because:

You conducted an inspection without providing proper notice. You notified us by email 3 days before the inspection date. We replied and suggested an alternative date, one that was compliant with the legal notice period of 7 days. This email was ignored and on the day of the inspection, you let yourself into the property without our permission or legal reason.

These actions are a violation of S.85(b)(iv), S.67, and S.91A of the Residential Tenancies Act (1997)

The loss or damage (if any) caused is:

Right to quiet and peaceful enjoyment of the property has been diminished. Our sense of safety and security has been impacted, knowing that the agent will let themselves into the property illegally. This has caused significant emotional distress.

You will then need to ask for a solution or compensation.

Compliance and compensation (if any) required

I require you to remedy the breach within: *(renter to circle appropriate breach and timeframe)*

Relevant breach	Timeframe
s 67 (quiet enjoyment)	7 days
All other breaches under this Notice	14 days

after receiving this notice by: *(describe what the rental provider needs to do to remedy this)*

Issuing a formal apology and acknowledgment of wrongdoing from the agent, including evidence of disciplinary action against the offending agent for the breach.

AND pay me compensation of: (\$)

Note: You can only claim compensation for your loss and damage suffered, and provide evidence to support it.

The final part of the form asks you to choose how the notice will be delivered to the rental provider, as well as sign and date it.

5 Delivery of this notice

- The notice period begins when the residential rental provider is estimated to receive this notice.
- For information on postage times from different locations, please refer to the Australia Post website <https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>
- If sending by post, the renter must allow for the delivery time in calculating the proposed termination date.
- If sending by registered post, the renter should keep evidence of the mail delivery method used to send this notice.

This notice was sent on: (insert date)

This notice has been delivered:

personally, for example by hand

by ordinary/registered post Expected delivery time (please see the Australia Post website)

Registered post tracking number (if applicable)

by email (if consent has been provided by the rental provider)

Email/postal address

6 Signature of renter

Signature

Name Date

COMMUNICATION TIPS

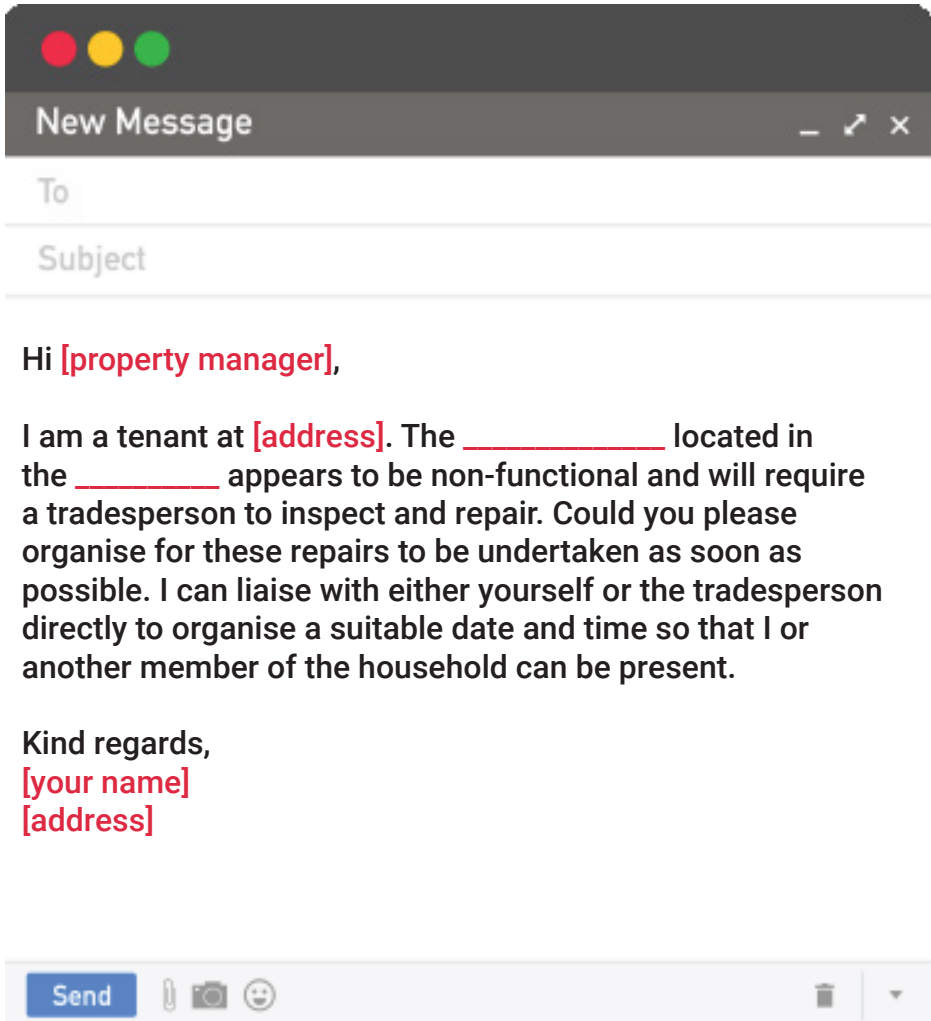


Engaging with your rental provider about a wide range of issues can be taxing and time consuming. As a former renter, I know that there can be a power imbalance when talking to your rental provider or property manager. To help alleviate the stress that can come with communicating with a landlord or property manager, I have compiled a few email templates to address common concerns that may be useful to you.

The information contained in square brackets can be swapped for your own information relevant to you and your situation.

REQUESTING REPAIRS

Before you send out a repair notice – depending on the nature of the issue and your relationship with your rental provider, a less formal email is a good first step. Below is a template you can use.



The image shows a screenshot of an email composition window. At the top, there are three colored circles (red, yellow, green) and the title "New Message" with standard window controls (minimize, maximize, close). Below the title bar, there are fields for "To" and "Subject". The main body of the email contains the following text:

Hi [property manager],

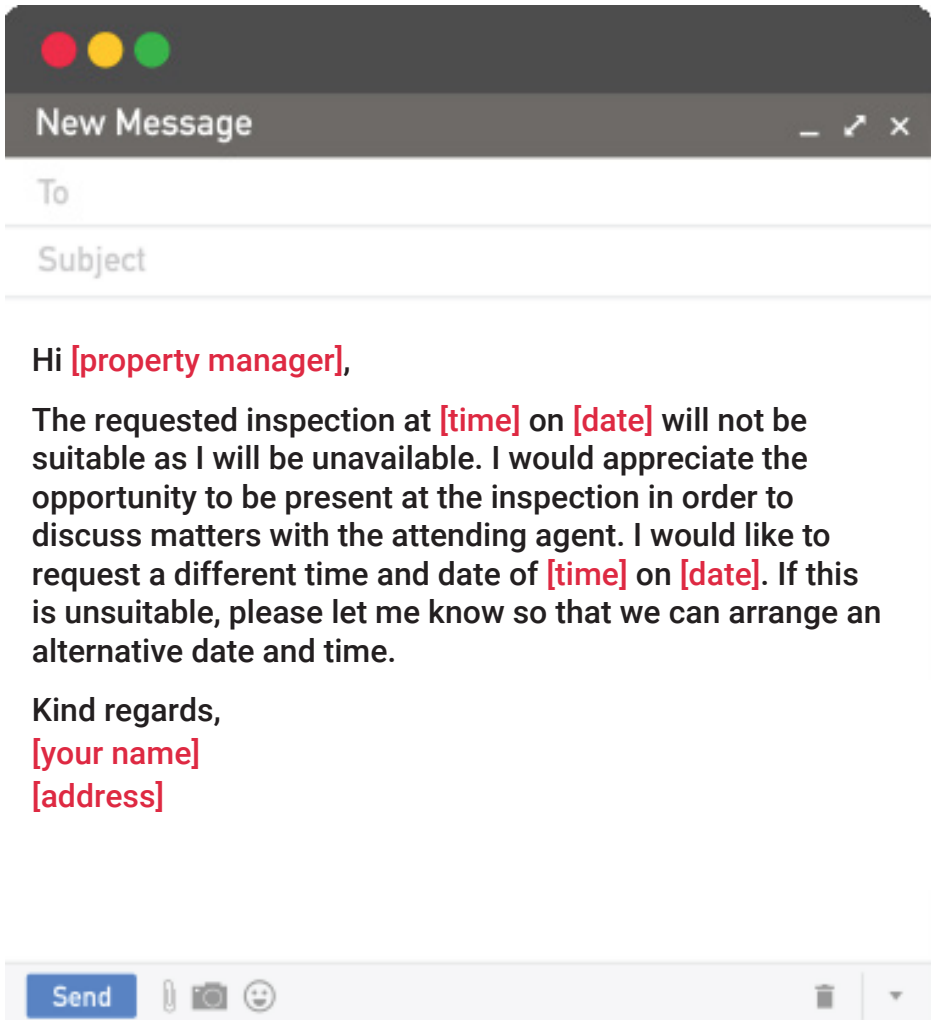
I am a tenant at [address]. The _____ located in the _____ appears to be non-functional and will require a tradesperson to inspect and repair. Could you please organise for these repairs to be undertaken as soon as possible. I can liaise with either yourself or the tradesperson directly to organise a suitable date and time so that I or another member of the household can be present.

Kind regards,
[your name]
[address]

At the bottom of the window, there is a "Send" button and icons for attachments, camera, and emojis.

REQUESTING AN ALTERNATE INSPECTION DATE

Should you receive an inspection date that is unsuitable – you can use the following template to request and alternate date.



The image shows a screenshot of an email composition window. At the top, there are three colored circles (red, yellow, green) and the text "New Message" with standard window controls (minimize, maximize, close). Below this, there are fields for "To" and "Subject". The main body of the email contains the following text:

Hi **[property manager]**,

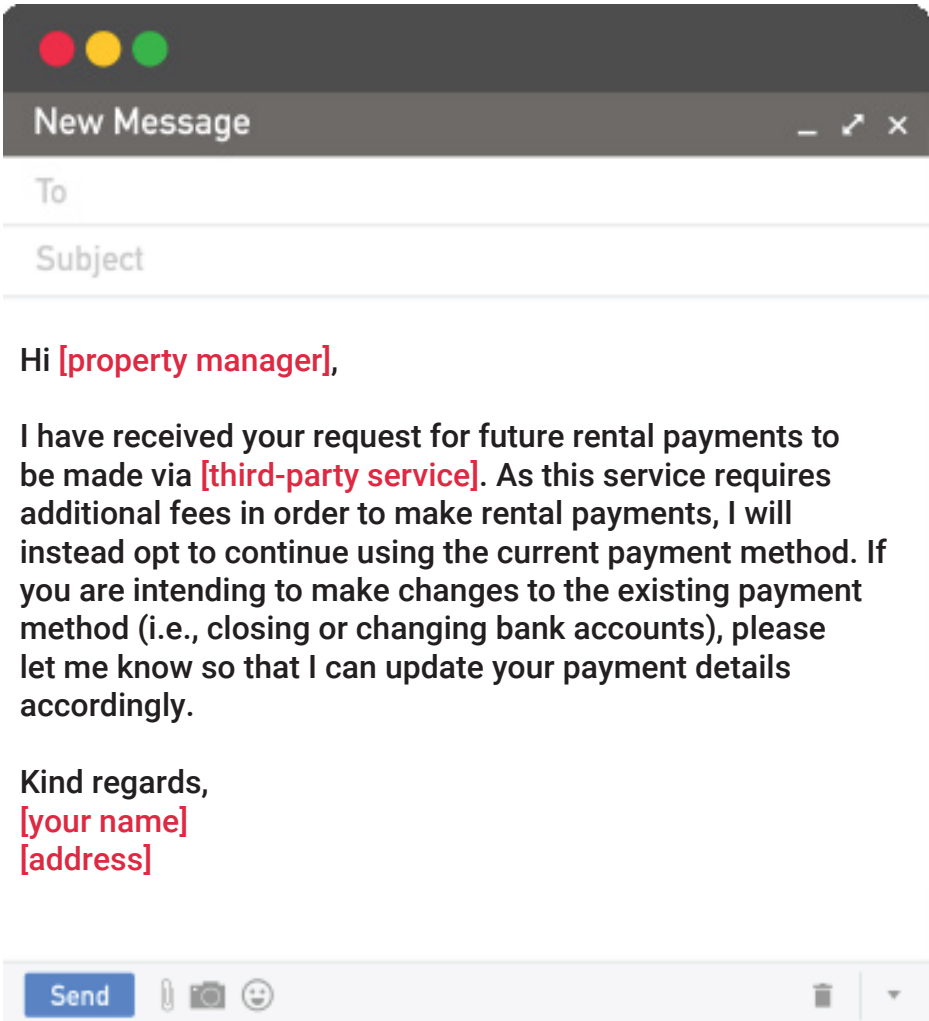
The requested inspection at **[time]** on **[date]** will not be suitable as I will be unavailable. I would appreciate the opportunity to be present at the inspection in order to discuss matters with the attending agent. I would like to request a different time and date of **[time]** on **[date]**. If this is unsuitable, please let me know so that we can arrange an alternative date and time.

Kind regards,
[your name]
[address]

At the bottom of the window, there is a "Send" button and icons for attachments, camera, and emojis.

DECLINING USE OF A THIRD-PARTY PAYMENT SERVICE

As mentioned on page 10, your rental provider may request you make payments through a third-party app. If you do not wish to do so, follow this template:



The image shows a screenshot of an email client interface. At the top, there are three colored circles (red, yellow, green) and a dark grey header bar with the text "New Message" and window control icons (minimize, maximize, close). Below the header, there are fields for "To" and "Subject". The main body of the email contains the following text:

Hi [property manager],


I have received your request for future rental payments to be made via [third-party service]. As this service requires additional fees in order to make rental payments, I will instead opt to continue using the current payment method. If you are intending to make changes to the existing payment method (i.e., closing or changing bank accounts), please let me know so that I can update your payment details accordingly.

Kind regards,
[your name]
[address]

At the bottom, there is a light grey footer bar with a blue "Send" button, icons for attachments, camera, and emojis, and a trash can icon.

TROUBLE PAYING RENT/ PAYMENT PLAN REQUEST

Due to any number of things life throws at us, you might find yourself in a position where you are unable to pay your rent. Below is a template you can use.



To

Subject

Hi [property manager],

I am writing to you in advance of the upcoming rental payment of [monthly rent amount] due on [payment date]. Due to adverse circumstances, I will be unable to pay the agreed upon rent in its entirety.

I am able to pay a reduced amount on the due date of [amount payable] and am requesting a payment plan be implemented to ensure that the remainder of the agreed upon rent is paid in full. My current circumstances would lend themselves to a payment of [dollar amount] per week. This will ensure that I can make sustainable payments in order to ensure payment is made in full within a reasonable timeframe.

Should you have an alternative suggestion, I am happy to work towards an amenable compromise.

Kind regards,
[your name]
[address]

Send

IMPORTANT NUMBERS AND KEY TERMS



IMPORTANT NUMBERS

This is a glossary of all the phone numbers that appear throughout this booklet.

Sarah Connolly MP: (03) 9916 1778

Tenants Victoria: (03) 9416 2577

Consumer Affairs: 1300 55 81 81

Victorian Legal Aid: 1300 792 387

WestJustice: (03) 9749 7720

Unison Housing: (03) 9216 0304

KEY TERMS

This section will define a few common words, abbreviations, and phrases that appear throughout this booklet.

rental provider: this refers to both landlords and real estate agents.

the Act: refers to the Residential Tenancy Act 1997. This is the piece of legislation that sets the laws, rights, and responsibilities of renters and rental providers.

VCAT: Abbreviation of the Victorian Civil and Administrative Tribunal that deals with tenancy issues.

SRI: statewide rent index, used to calculate average changes in rent throughout the state.

DFFH: Department of Families, Fairness, and Housing.

HELPFUL ORGANISATIONS



CONSUMER AFFAIRS VICTORIA

Victoria's consumer marketplace regulator. Their purpose is to support Victorians to exercise their consumer rights, as well as to ensure that businesses and rental providers follow the law.

Consumer Affairs provides a wide range of information about your rights as a renter. This includes starting and changing rental agreements, rent and bond information – including rent increases, repairs, safety, giving notice to vacate – as well as rules surrounding inspections, and much more.

You find this information at consumer.vic.gov.au or contact them via phone at 1300 55 81 81

VICTORIAN LEGAL AID

Offer low or no cost legal representation, family dispute resolution and non-legal advocacy to those who need it most. They provide legal information, legal advice, and education with a focus on prevention and early resolution of legal problems before they end up in court.

They focus on providing more in-depth legal services, like advice and representation, to people who qualify based on their financial situation, the severity of their issue, and their individual circumstances.

If you require legal aid or are experiencing financial hardship, you can contact legal aid on 1300 792 387. This helpline is open Monday to Friday 8am to 6pm.

TENANTS VICTORIA

Aims to inform and educate renters about their rights, improve renting conditions, improve the status of renters, and represent the collective interests of renters in law and policy making.

They provide a free helpline where you can talk to a qualified person about your rights as a tenant, particularly if you are experiencing issues with your rental provider.

The helpline is available Monday to Friday 9:30am to 12:30pm – 2:30pm to 4:30pm on (03) 9416 2577.

WESTJUSTICE

A community legal service based in the western suburbs. They provide free legal help to people in the West across a range of issues, including tenancy disputes.

They can be contacted on (03) 9749 7720. Advice can only be provided by appointment, so you will need to call ahead to make a booking

■ Sunshine

Address: 80B Harvester Rd, Sunshine VIC 3020

■ Werribee

Address: Level 1/8 Watton Street, Werribee VIC 3030

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RENTAL GUIDEBOOK
DIGITAL VERSION



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State Labor Member for Laverton



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